



Docket No.: 049051-0189

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of

Randy Buswell, et al.

Serial No.: 09/400,733

Filed: September 21, 1993

For: IMPROVED METHOD AND  
APPARATUS FOR DISPLAY OF  
WINDOWING APPLICATION  
PROGRAMS ON A TERMINAL

Customer Number: 31824

Group Art Unit: 2122

Examiner: J. Chavis

**RECEIVED**

DEC 23 2003

Technology Center 2100

**REVOCATION OF POWER OF ATTORNEY, APPOINTMENT  
AND CERTIFICATION UNDER 37 CFR 3.73(B)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**RECEIVED**  
DEC 23 REC'D  
TC 2100

Sir:

The undersigned assignee of the above-identified application hereby revokes all previous Powers of Attorney and appoints the practitioners associated with the firm and Customer Number provided below with full power to prosecute the application, to make alterations and amendments therein, and to transact all business in the United States Patent Office connected therewith.

McDERMOTT, WILL & EMERY  
Customer Number: 31824

All correspondence should be sent to the address associated with that Customer Number  
(shown below):

Mark J. Itri  
McDERMOTT, WILL & EMERY  
18191 Von Karman Ave., Suite 400  
Irvine, CA 92612-0187

**CERTIFICATE UNDER 37 CFR 3.73(b)**

Wyse Technology, Inc., a corporation of California, certifies that it is the assignee of the  
entire right, title and interest in the patent application identified above by virtue of:

An Assignment from the inventors of the patent application identified above is being filed  
concurrently herewith. A copy of the Assignment, as filed, is attached.

The undersigned has reviewed all the documents in the chain of title of the patent  
application identified above and, to the best of undersigned's knowledge and belief, title is in the  
assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the  
assignee.

The undersigned further declares that all statements made herein of its own knowledge are  
true and that all statements made on information and belief are believed to be true; and further that  
these statements were made with the knowledge that willful false statements and the like so made  
are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Serial No.: '09/400,733

Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

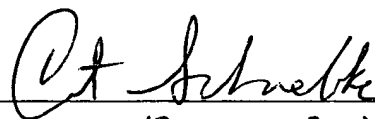
Wyse Technology, Inc.

Name: Curt Schwebke

Title: Chief Technical Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



12-10-2003

ORC 324601-1.049051.0189

ASSIGNMENT

WHEREAS WE, Randy Buswell, Bill Gay, Sui M. Lam, and David Stone of 45701 Vineyard Avenue, Fremont, CA 94539; 230 LaSalle Avenue, Piedmont, CA 94610; 45269 Lynx Drive, Fremont, CA 94539; and 610 Plomosa Court, Fremont, CA 94539, respectively, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled IMPROVED METHOD AND APPARATUS FOR DISPLAY OF WINDOWING APPLICATION PROGRAMS ON A TERMINAL, for which an application for United States Letters Patent was filed on September 21, 1999, and identified by United States Serial No. 09/400,733;

AND WHEREAS, Wyse Technology, Inc., a corporation of the State of California and having an address of 3471 N. First Street, San Jose, CA 95134-1803 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Wyse Technology, Inc., its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including the right of priority and including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND We request the Commissioner for Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Wyse Technology, Inc., its legal

representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

April 15, 1985

Date

11/19/03

Date

12/1/03

Date

12/01/03

Date

See attached employment agreement at page 2

Randy Buswell

Bill Gay

Bill Gay

Sui M. Lam

David Stone

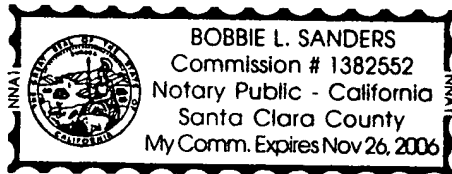
STATE OF California )

) SS:

COUNTY OF Santa Clara )

On this 19<sup>TH</sup> day of November, 2003, before me personally appeared Bill Gay, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL



Bobbie L. Sanders  
Notary Public

My commission expires November 26, 2006

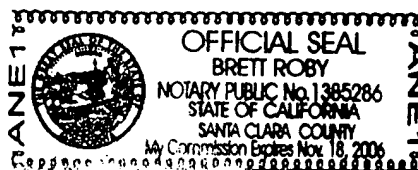
STATE OF California )

) SS: 1385286

COUNTY OF Santa Clara )

On this 15<sup>th</sup> day of December, 2003, before me personally Brett Rob appeared David Stone, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL



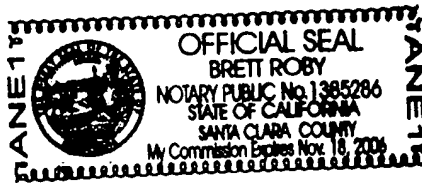
Brett Roby  
Notary Public

My commission expires Dec Nov. 18, 2006

STATE OF California )  
COUNTY OF Santa Clara ) SS: 1385286

On this 1 day of December, 2003, before me, Brett Roby,  
personally appeared Sui M. Lam, to me known to be the person named in and who  
executed the above instrument, and acknowledged to me that he/she executed the same  
for the uses and purposes therein set forth.

SEAL



Brett Roby  
Notary Public

My commission expires Nov. 18, 2006

WYSE TECHNOLOGY  
AGREEMENT BETWEEN EMPLOYEE AND EMPLOYER

In order to safeguard the right of both the employee and WYSE Technology or its subsidiaries, affiliates or successors (hereafter referred to collectively as "WYSE"), and in exchange for my becoming employed (or my employment being continued) by WYSE we both agree as follows:

1. I will perform for WYSE such duties as may be designated by WYSE from time to time. I will devote my best efforts to the interests of WYSE and will not engage in any activities or other employment detrimental to the best interests of WYSE without the prior written consent of WYSE during my period of employment by WYSE.

2. This Agreement does not apply to an invention which qualifies fully under the provisions of Section 2870 of the Labor Code. I agree to disclose all inventions made by me in confidence to WYSE to permit determination as to whether or not the inventions should be the property of WYSE.

3. No rights are hereby conveyed in inventions, if any, made by me prior to my employment with WYSE which are identified in a sheet attached to and made a part of this Agreement, if any (which attachment contains no confidential information).

4. Without further compensation, I hereby agree promptly to disclose to WYSE, and I hereby assign and agree to assign to WYSE or its designee, my entire right, title, and interest in and to all designs, trademarks, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works, including all rights to obtain, register, perfect and enforce these proprietary interests (a) which pertain to any line of business activity of WYSE, including without limitation the development or manufacture of computer terminals and related computer programs and applications, (b) which are aided by the use of time, material or facilities of WYSE, whether or not during working hours, or (c) which relate to any of my work during the period of my employment with WYSE, whether or not during normal working hours.

5. I agree to perform, during and after my employment, all acts deemed necessary or desirable by WYSE to permit and assist it, at its expense, including execution of documents and assistance or cooperation in legal proceedings, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the item hereby assigned to WYSE as set forth in paragraph 4 above.

6. I agree to hold in confidence and not directly or indirectly to use or disclose, either during or after termination of my employment with WYSE, any information I obtain or create during the period of my employment, whether or not during working hours, pertaining to any aspects of the business of WYSE which either is information not known by actual or potential competitors of WYSE or is proprietary information of WYSE or its customers or suppliers, whether of a technical nature or otherwise, except to the

extent authorized by WYSE, until such information becomes generally known through no fault of my own. I agree not to make copies of such information except as authorized by WYSE. Upon termination of my employment or upon an earlier request of WYSE I will return or deliver to WYSE all tangible forms of such information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies of reproductions thereof.

7. This Agreement (a) shall survive my employment by WYSE, (b) does not in any way restrict my right or the right of WYSE to terminate my employment, (c) insures to the benefit of successors and assigns of WYSE, and (d) is binding upon my heirs and legal representatives.

8. I certify that, to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I represent that I will not use or disclose to WYSE any proprietary information of any former employer in performing services for WYSE.

9. I certify and acknowledge that I have carefully read all of the provisions of this agreement and that I understand and will fully and faithfully comply with such provisions.

WYSE TECHNOLOGY

EMPLOYEE

By

J. Yancoska

Title

H.R. Coordinator

By

Randy J. Buswell

Dated:

4/15/85